

SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS SECOND AMMENDMENT TO REIMBURSEMENT AGREEMENT (this "Amendment") is executed as of the ____ day of _____, 2015, by and between the City of Canton, Georgia (collectively, "Canton"), and Canton Market Place, LLC, a Georgia limited liability company ("CMP").

W I T N E S S E T H:

WHEREAS, CMP owns or is developing certain real property located in Canton, Georgia, and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "CMP Property"); and

WHEREAS, CMP and Canton entered into a Reimbursement Agreement dated October 16, 2008 (the "Agreement").

WHEREAS, the parties desire to amend the Agreement to Delete **Exhibit C-1**

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. **Paragraph 2. Reimbursement for the Cost of the Work** is hereby deleted in its entirety and replaced with a new Paragraph 2 as follows:

"2. **Reimbursement for the Cost of the Work.** As a condition of issuing Building Permits for each parcel to be developed that will be utilizing the Facilities constructed by CMP, Canton agrees to collect a Sewer Reimbursement Fee of \$3.51/gpd (average daily flow) for each user of the lift station & force main and \$0.39/gpd (average daily flow) for each user of the force main only from the developer of the parcel. The Sewer Reimbursement Fee is based on the actual unit cost (dollars per gallon per day) of the Facilities. Canton agrees that it will collect the Sewer Reimbursement Fee when the Building Permit is issued. Canton hereby covenants and agrees that it shall deliver such Sewer Reimbursement Fee to CMP within (10) ten days after receipt of payment. This Agreement shall terminate when CMP has received a total of \$963,289.00

Canton agrees to provide the means for CMP to be reimbursed for the Work to include all hard and soft costs related to the Work, including, without limitation, design, city permitting, environmental permitting, easement acquisition, legal, construction, installation, and construction change orders approved by CMP related to the Work."

2. **Paragraph 4. Notices** is hereby amended as follows:

Delete "Attn: Mr. Rob Logan" and Replace with "Attn: City Manager"

3. Other than amended herein, the Agreement shall remain and full force and effect. This Amendment shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Amendment shall be governed and construed in accordance with the laws of the State of Georgia.

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SIGNATURES COMMENCE ON FOLLOWING PAGE

IN WITNESSETH WHEREOF, the undersigned have executed this amendment as of the day and year first written above.

CMP:

Signed, sealed and delivered
in the presence of :

CANTON MARKETPLACE, LLC, a Georgia
limited liability company

Unofficial Witness

Signature

Name

Notary Public

Title

My Commission Expires:_____

[Signatures continue on following page]

Signed , sealed and delivered
in the presence of :

CANTON:

CITY OF CANTON

Unofficial Witness

Signature

Gene Hobgood
Name

Notary Public

Mayor
Title

Approved as to form

Robert M. Dyer,
City of Canton
Attorney